



IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

APPLICANT: Joseph Giordano III

SERIAL NO.: 08/868,216

FILING DATE: June 3, 1997

TITLE: METHOD AND APPARATUS FOR ICONIFYING AND
AUTOMATICALLY DIALING TELEPHONE NUMBERS WHICH
APPEAR ON A WEB PAGE

EXAMINER: Nguyen, Steven HD

ART UNIT: 2665

RECEIVED

MAR 17 2004

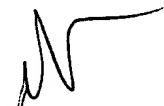
Technology Center 2600

APPOINTMENT OF ASSOCIATE ATTORNEY

As a below-named attorney of record, I hereby appoint Robert E. Krebs, Registration No. 25,885; Thierry K. Lo, Registration No. 49,097; William Samuel Niece, Registration No. 47,824; Kalhed Shami, Registration No. 38,745; William E. Winters, Registration No. 42,232; Masako Ando, (37 C.F.R. § 10.9 (b)); John Klaas Uilkema, Registration No. 20,282; Becky L. Troutman, Registration No. 36,703; and Hal J. Bohner, Registration No. 27,856, as associate attorney under 37 CFR 1.34 and/or MPEP 402.2. This appointment is with full power to prosecute this application and transact all business in the United States Patent and Trademark Office connected therewith.

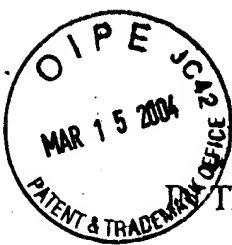
3/12/2004

Date



David B. Ritchie
Reg. No. 31,562

THELEN REID & PRIEST LLP
P. O. Box 640640
San Jose, CA 95164-0640
Tel: 408-292-5800
Fax: 408-287-8040



Docket No. CISCO-3102
INFG-0002

THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application of:

Joseph Giordano, III

Serial No. 08/868,216

Filed: June 3, 1997

For: METHOD AND APPARATUS FOR
ICONIFYING AND
AUTOMATICALLY DIALING
TELEPHONE NUMBERS WHICH
APPEAR ON A WEB PAGE

Art Unit:

Examiner:

RECEIVED

MAR 17 2004

Technology Center 2600

CERTIFICATE OF MAILING

I hereby certify that this correspondence is being deposited
with the United States Postal Service with sufficient
postage as First Class Mail, in an envelope addressed to:

Assistant Commissioner for Patents
Washington D.C. 20231

on 9/14/00 H. Salazar
Date Name

REVOCATION OF ATTORNEY AND POWER OF ATTORNEY

Honorable Assistant Commissioner
for Patents
Washington, D.C. 20231

Sir:

The undersigned, having authority to act on behalf of Cisco Systems, Inc. and
Cisco Technology, Inc., assignee of all right, title, and interest in the above-identified
patent application, hereby revokes all powers of attorney previously given and hereby
appoints Kenneth D'Alessandro, Registration No. 29,144; David B. Ritchie, Registration
No. 31,562; Marc S. Hanish, Registration No. 42,626; John P. Schaub, Registration

No. 42,125; Gerhard W. Thielman, Registration No. 43,186; Loren K. Thompson, Registration No. 45,918; Adrienne Yeung, Registration No. 44,000, and Steven J. Robbins, Registration No. 40,299, as its attorneys to act on applicant's behalf before the United States Patent and Trademark Office for the above-identified application and to transact all business in the Patent and Trademark Office in connection therewith.

Please mail all correspondence to David B. Ritchie at the following address:

D'Alessandro & Ritchie
P.O. Box 640640
San Jose, CA 95164-0640

and direct all telephone calls to David B. Ritchie at (408) 441-1100.

Respectfully submitted,

Dated: July 13, 2000


Robert Barr
Worldwide Patent Counsel



CISCO-3102
INFG0002

CERTIFICATE UNDER 37 CFR § 3.73(b)

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Technology Center 2600

Applicant: Cisco Technology, Inc.

Application No.: 08/868,216; Filed: June 3, 1997

For: METHOD AND APPARATUS FOR ICONIFYING AND AUTOMATICALLY DIALING TELEPHONE
NUMBERS WHICH APPEAR ON A WEB PAGE

Cisco Technology, Inc., a California Corporation, certifies that it is the assignee of the entire right, title and interest in the patent application identified above by virtue of either:

A. ☐ An assignment from the inventor(s) of the patent application identified above. The assignment was recorded in the Patent and Trademark Office at Reel ___, Frame ___, or for which a copy thereof is attached.

OR

B. ☒ A chain of title from the inventor(s), of the patent application identified above, to the current assignee as shown below:

1. From: Infogear Technology Corporation To: Cisco Systems, Inc., a copy thereof which is attached.

2. From: Cisco Systems, Inc. To: Cisco Technology, Inc., a copy thereof which is attached.

☒ Copies of assignments or other documents in the chain of title are attached.

The undersigned has reviewed all the documents in the chain of title of the parent application identified above and, to the best of the undersigned's knowledge and belief, title is in the assignee identified above.

The undersigned (whose title is supplied below) is empowered to act on behalf of the assignee.

I hereby declare that all statements made herein of my own knowledge are true, and that all statements made on information and belief are believed to be true; and further, that these statements are made with knowledge that willful false statements, and the like so made, are punishable by fine or imprisonment, or both, under section 1001, Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

SEP 11 2000

Date: _____

Name: Robert Barr

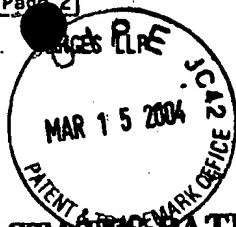
Title: Worldwide Patent Counsel

Signature: 

Aug-18-00 11:25am From-NEIL GOTSL.

WEIL, GOTSHAL & MANGES LLP
TRANSMITTAL LETTER

+ T-450 P.02/17 F-990
ATTORNEY DOCKET NO. 1386



IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re application of: N/A
Serial No: N/A
Filed: N/A
For: N/A

Docket No: N/A
Group No: N/A
Examiner: N/A

Commissioner of Patents and Trademarks
BOX ASSIGNMENT
Washington, D.C. 20231

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MAR 17 2004

Technology Center 2600

TRANSMITTAL

Please find enclosed the following:

1. A true copy of the recordation document entitled "Agreement of Merger" by and between Cisco Systems, Inc. and InfoGear Technology Corporation dated June 5, 2000;
2. Recordation Form Cover Sheet (Merger);
3. Check number 2670 in the amount of \$240.00; and
4. Return postcard.

FREE DEFICIENCY

- ☒ In the event that additional fees are required, the Commissioner is authorized to charge these to deposit account No. 23-0800.
- ☒ As no abandonment is intended by any inadvertent nonpayment of fees, the Commissioner is hereby authorized to charge payment of such fees as from time to time come due if not paid prior to due date to our Deposit Account No. 23-0800.

Dated:

Respectfully submitted,

Anne VanBursick
Reg. No. 43,217

WEIL, GOTSHAL & MANGES LLP
2882 SAND HILL ROAD, SUITE 280
MENLO PARK, CA 94025
Telephone: (650) 926-6200
Facsimile: (650) 854-3713
Email: anne.vanbuskirk@weil.com

CERTIFICATE OF EXPRESS MAIL.

"Express Mail" mailing label number: EL013463157US Date of Deposit: July 20, 2000
I hereby certify under 37 CFR 1.10 that this correspondence is being deposited with the United States Postal Service as "Express Mail Post Office to Addressee" with sufficient postage on the date indicated above and is addressed to the Commissioner of Patents and Trademarks, Box Assignment, Washington, D.C. 20231.

Signature

Done

FORM PTO-1619A
Expires 08/30/99
OMB 0651-0027U.S. Department of Commerce
Patent and Trademark OfficePATENT
RECEIVED

MAR 17 2004

RECORDATION FORM COVER SHEET
PATENTS ONLY

Technology Center 2600

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type



New



Resubmission (Non-Recordation)

Document ID#



Correction of PTO Error

Reel #

Frame #



Corrective Document

Reel #

Frame #

Conveyance Type



Assignment



Security Agreement



License



Change of Name



Merger



Other

U.S. Government
(For Use ONLY by U.S. Government Agencies)

Departmental File



Secret File

Conveying Party(ies)



Mark if additional names of conveying parties attached

Execution Date
Month Day Year

06/05/2000

Name (line 1) InfoGear Technology Corporation

Name (line 2) a corporation of California

Second Party

Name (line 1)

Name (line 2)

Execution Date
Month Day Year

Receiving Party



Mark if additional names of receiving parties attached

Name (line 1) Cisco Systems, Inc.

Name (line 2) a corporation of California

Address (line 1) 170 West Tasman Drive

Address (line 2)

Address (line 3) San Jose

CA

State/Country

95134

Zip Code

If document to be recorded
is an assignment and the
receiving party is not
domiciled in the United
States, an appointment
of a domestic
representative is attached.
(Designation must be a
separate document from
Assignment)

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20403. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practices. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

FORM PTO-1619B
Expires 06/06/06
OMB 0851-0027

Page 2

U.S. Department of Commerce
Patent and Trademark Office
PATENT

Correspondent Name and Address

Area Code and Telephone Number (650) 926-7241

Name Anne VanBuskirk

Address (line 1) Neil, Gotshal & Manges LLP

Address (line 2) 2882 Sand Hill Rd. Ste. 280

Address (line 3) Menlo Park, CA 94025-7022

Address (line 4) anne.vanbuskirk@weil.com

Pages

Enter the total number of pages of the attached conveyance document
including any attachments.

10

Application Number(s) or Patent Number(s)

☐ Mark if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

Patent Application Number(s)

08868216

09069716

08868132

09096462

08948534

09208822

Patent Number(s)

If this document is being filed together with a new Patent Application, enter the date the patent application was
signed by the first named executing inventor.

Month Day Year

Patent Cooperation Treaty (PCT)

Enter PCT application number
only if a U.S. Application Number
has not been assigned.

PCT

PCT

PCT

PCT

PCT

PCT

Number of Properties

Enter the total number of properties involved.

6

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$ 240.00

Method of Payment:
Deposit AccountEnclosed ☒Deposit Account ☐

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

23-0800

Authorization to charge additional fees:

Yes

☒

No

☐

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any
attached copy is a true copy of the original document. Charges to deposit account are authorized, as
indicated herein.

Anne VanBuskirk

Name of Person Signing

Signature

Date

July 19, 2000



SECRETARY OF STATE

I, **BILL JONES**, Secretary of State of the State of California, hereby certify.

That the attached transcript of 9 page(s) was prepared by and in this office from the record on file, of which it purports to be a copy, and that it is full, true and correct.

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of

JUN 28 2000



Bill Jones

Secretary of State

00546546

FILED
In the office of the Secretary of State
of the State of California

1183477 SURV
AGREEMENT OF MERGER

JUN 5 2000

OF
CISCO SYSTEMS, INC.

Bill Jones
JUL 11 2000, Secretary of State

AND

INFOGEAR TECHNOLOGY CORPORATION

This Agreement of Merger is dated as of the 5th day of June, 2000 ("Merger Agreement"), between Cisco Systems, Inc., a California corporation ("Acquiror"), and InfoGear Technology Corporation, a California corporation ("Target").

RECITALS

A. Target was incorporated in the State of California and immediately prior to the Effective Time of the Merger (as defined below) will have outstanding 12,755,526 shares of Common Stock ("Target Common Stock") and no shares of Preferred Stock ("Target Preferred Stock").

B. Acquiror and Target have entered into an Agreement and Plan of Merger and Reorganization (the "Agreement and Plan of Reorganization") providing for certain representations, warranties, covenants and agreements in connection with the transactions contemplated hereby. This Merger Agreement and the Agreement and Plan of Reorganization are intended to be construed together to effectuate their purpose.

C. The Boards of Directors of Target and Acquiror deem it advisable and in their mutual best interests and in the best interests of the shareholders of Target, that Target be acquired by Acquiror through a merger ("Merger") of Target with and into Acquiror.

D. The Boards of Directors of Acquiror and Target and the shareholders of Target have approved the Merger.

AGREEMENTS

The parties hereto hereby agree as follows:

1. Target shall be merged with and into Acquiror, and Acquiror shall be the surviving corporation.

2. The Merger shall become effective at such time (the "Effective Time") as this Merger Agreement and the officers' certificate of Target are filed with the Secretary of State of the State of California pursuant to Section 1103 of the Corporations Code of the State of California.

3. At the Effective Time of the Merger (i) each share of Target Preferred Stock will convert into one share of Target Common Stock; (ii) all shares of Target Common Stock that are owned directly or indirectly by Target, Acquiror or any other direct or indirect wholly owned subsidiary of Target or Acquiror shall be cancelled, and no securities of Acquiror or other consideration shall be delivered in exchange therefor; and (iii) each of the issued and outstanding shares of Target Common Stock (other than shares, if any, held by persons who have not voted such shares for approval of the Merger and with respect to which such persons shall become entitled to exercise dissenters' rights in accordance with the Corporations Code of the State of California ("California Law"), referred to hereinafter as "Dissenting Shares") shall be converted automatically into and exchanged for 0.32626 of a share of Acquiror Common Stock; provided, however, that no more than 4,681,892 shares of Common Stock of Acquiror shall be issued in such exchange (including Acquiror Common Stock reserved for issuance upon exercise of Target options and Target warrants assumed by Acquiror). Those shares of Acquiror Common Stock to be issued as a result of the Merger are referred to herein as the "Acquiror Shares".

4. Any Dissenting Shares shall not be converted into Acquiror Common Stock but shall be converted into the right to receive such consideration as may be determined to be due with respect to such Dissenting Shares pursuant to California Law. If after the Effective Time any Dissenting Shares shall lose their status as Dissenting Shares, then as of the occurrence of the event which causes the loss of such status, such shares shall be converted into Acquiror Common Stock in accordance with Section 3.

5. Notwithstanding any other term or provision hereof, no fractional shares of Acquiror Common Stock shall be issued, but in lieu thereof each holder of shares of Target Common Stock who would otherwise, but for rounding as provided herein, be entitled to receive a fraction of a share of Acquiror Common Stock shall receive from Acquiror an amount of cash equal to the per share market value of Acquiror Common Stock (deemed to be \$56.59219) multiplied by the fraction of a share of Acquiror Common Stock to which such holder would otherwise be entitled. The fractional share interests of each Target shareholder shall be aggregated, so that no Target shareholder shall receive cash in an amount greater than the value of one full share of Acquiror Common Stock.

6. The conversion of Target Common Stock into Acquiror Common Stock and Target Preferred Stock into Target Common Stock as provided by this Merger Agreement shall occur automatically at the Effective Time of the Merger without action by the holders thereof. Each holder of Target Common Stock and Target Preferred Stock shall thereupon be entitled to receive shares of Acquiror Common Stock in accordance with the Agreement and Plan of Reorganization.

7. At the Effective Time of the Merger, the separate existence of Target shall cease, and Acquiror shall succeed, without other transfer, to all of the rights and properties of Target and shall be subject to all the debts and liabilities thereof in the same manner as if Acquiror had itself incurred them. All rights of creditors and all liens upon the property of each corporation shall be preserved unimpaired, provided that such liens upon property of Target shall be limited to the property affected thereby immediately prior to the Effective Time of the Merger.

8. This Merger Agreement is intended as a plan of reorganization within the meaning of Section 368(a) of the Internal Revenue Code of 1986, as amended.

9. (a) The Amended and Restated Articles of Incorporation of Acquiror in effect immediately prior to the Effective Time shall be the Amended and Restated Articles of Incorporation of the Surviving Corporation unless and until thereafter amended.

(b) The Bylaws of Acquiror in effect immediately prior to the Effective Time shall be the Bylaws of the Surviving Corporation unless and until amended or repealed as provided by applicable law, the Articles of Incorporation of the Surviving Corporation and such Bylaws.

(c) The directors and officers of Acquiror immediately prior to the Effective Time shall be the directors and officers of the Surviving Corporation.

10. (a) Notwithstanding the approval of this Merger Agreement by the shareholders of Target, this Merger Agreement shall terminate forthwith in the event that the Agreement and Plan of Reorganization shall be terminated as therein provided.

(b) In the event of the termination of this Merger Agreement as provided above, this Merger Agreement shall forthwith become void and there shall be no liability on the part of Target or Acquiror or their respective officers or directors, except as otherwise provided in the Agreement and Plan of Reorganization.

(c) This Merger Agreement may be signed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one agreement.

(d) This Merger Agreement may be amended by the parties hereto any time before or after approval hereof by the shareholders of Target, but, after such approval, no amendments shall be made which by law require the further approval of such shareholders without obtaining such approval. This Merger Agreement may not be amended except by an instrument in writing signed on behalf of each of the parties hereto.

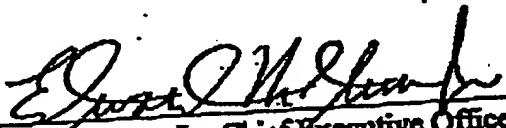
IN WITNESS WHEREOF, the parties have executed this Merger Agreement
as of the date first written above.

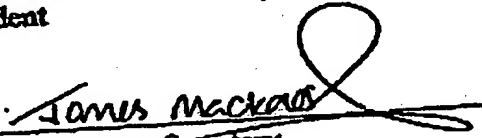
CISCO SYSTEMS, INC.

By: _____
John T. Chambers, President

By: _____
Larry R. Carter, Secretary

INFOGEAR TECHNOLOGY
CORPORATION

By: 
Edward M. Cluss, Jr., Chief Executive Officer
and President

By: 
James H. Mackaness, Secretary

IN WITNESS WHEREOF, the parties have executed this Merger Agreement as of the date first written above.

CISCO SYSTEMS, INC.

By: John T. Chambers
John T. Chambers, President

By: Larry R. Carter
Larry R. Carter, Secretary

INFOGEAR TECHNOLOGY CORPORATION

By: Edward M. Cluss, Jr.
Edward M. Cluss, Jr., President

By: James H. Mackaness
James H. Mackaness, Secretary

[SIGNATURE PAGE TO AGREEMENT OF MERGER]

**OFFICERS' CERTIFICATE
OF
CISCO SYSTEMS, INC.**

The undersigned, John T. Chambers and Larry R. Carter, hereby certify on behalf of Cisco Systems, Inc., a California corporation ("Acquiror"), that Mr. Chambers is the duly elected President and Chief Executive Officer and Mr. Carter is the duly elected Senior Vice President, Chief Financial Officer and Secretary of Acquiror and they further certify on behalf of Acquiror that:

1. They are the duly elected, acting and qualified President and Secretary, respectively, of Acquiror.
2. There are two authorized classes of shares, consisting of 20,000,000,000 shares of Common Stock, of which 7,023,743,035 shares are issued and outstanding, and 5,000,000 shares of Preferred Stock, none of which are issued and outstanding.
3. The Agreement of Merger in the form attached was approved by the Board of Directors of Acquiror in accordance with the California Corporations Code.
4. No vote of the shareholders of Acquiror was required pursuant to Section 1201(b) of the California Corporations Code.

Each of the undersigned declares under penalty of perjury that the statements contained in the foregoing certificate are true of their own knowledge. Executed in San Jose, California on June 5, 2000.

By:

John T. Chambers
John T. Chambers,
President and Chief Executive Officer

By:

Larry R. Carter
Larry R. Carter,
Senior Vice President, Chief Financial
Officer and Secretary


**OFFICERS' CERTIFICATE
OF
INFOGEAR TECHNOLOGY CORPORATION**

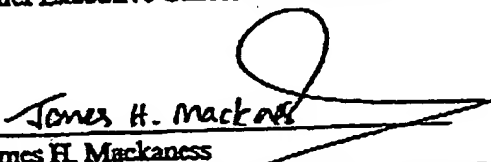
Edward M. Cluss, Jr., Chief Executive Officer and President, and James H. Mackaness, Vice President, Finance Chief Financial Officer and Secretary, of InfoGear Technology Corporation, a corporation duly organized and existing under the laws of the State of California (the "Corporation"), do hereby certify:

1. They are the duly elected, acting and qualified President and the Secretary, respectively, of the Corporation.
2. There are two authorized classes of shares, consisting of 30,000,000 shares of Common Stock, no par value per share, 8,885,010 shares of Preferred Stock, no par value per share. On the record date for the vote on the Agreement of Merger, there were 3,941,946 shares of Common Stock, 5,385,009 shares of Series A Preferred Stock and 3,428,571 shares of Series B Preferred Stock outstanding and entitled to vote on the Agreement of Merger in the form attached.
3. The Agreement and Plan of Merger and Reorganization dated as of March 15, 2000 by and between the Corporation and Cisco Systems, Inc. ("Cisco") (the "Reorganization Agreement"), substantially in the form attached hereto as Exhibit A and the Agreement of Merger between Cisco and the Corporation, substantially in the form attached hereto as Exhibit B, were duly approved by the Board of Directors of the Corporation in accordance with the California General Corporation Law.

4. Approval of the Reorganization Agreement and Agreement of Merger by the holders of at least (i) 50% of the Corporation's outstanding common stock, (ii) 50% of the Corporation's outstanding Series A Preferred Stock, (iii) 66 2/3% of the Corporation's outstanding Series B Preferred Stock, and (iv) 50% of the Corporation's outstanding capital stock was required. The percentage of the outstanding shares of each class of the Corporation's shares entitled to vote on the Agreement of Merger which voted to approve the Agreement of Merger equaled or exceeded the vote required.

Each of the undersigned declares under penalty of perjury that the statements contained in the foregoing certificate are true of their own knowledge. Executed in Redwood City, California, on May 31, 2000.

By: 
Edward M. Cluss, Jr.
Chief Executive Officer and President

By: 
James H. Mackaness
Vice President, Finance Chief Financial Officer
and Secretary

